## **EXHIBIT F11**

SEWAGE TREATMENT AGREEMENT, DATED

DECEMBER 23, 1999, BY AND BETWEEN

EAST GOSHEN TOWNSHIP, EAST GOSHEN

MUNICIPAL AUTHORITY, AND

THE TOWNSHIP OF WILLISTOWN – (WILLOW POND)

## SEWAGE TREATMENT AGREEMENT

THIS AGREEMENT, made the <u>2325</u> day of <u>DECEMBER</u>, 1996 by and among EAST GOSHEN TOWNSHIP ("East Goshen"), EAST GOSHEN MUNICIPAL AUTHORITY ("East Goshen Authority") and WILLISTOWN TOWNSHIP ("Willistown").

## WITNESSETH:

WHEREAS, Willow Pond is a subdivision which has been developed in East Goshen and Willistown Townships; and

WHEREAS, Willow Pond consists of 28 lots which are allocated as follows among the two townships:

East Goshen - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 (total of 14 lots)

Willistown - Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 (total of 14 lots); and

WHEREAS, all of the lots in Willow Pond were previously served by and connected to a community onlot sewage collection system (COLDS); and

WHEREAS, all of the lots in Willow Pond are presently connected to a collection system which will facilitate treatment of the Willow Pond sewage by East Goshen's Ridley Creek Treatment Plant; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions by which the sewage generated by the Willow Pond lots located in Willistown shall be received and treated by East Goshen at the Ridley Creek Sewage Treatment Plant.

NOW THEREFORE, the parties hereto, each binding itself, its successors and assigns, and each representing that it has the proper legal authority to enter into this agreement, do mutually represent, covenant and agree as follows:

- Subject to the payment of the charges and subject also to the limitations of this agreement, East Goshen and East Goshen Authority grant Willistown the right to discharge sewage wastes from those residences on Lots 15 through 28 in Willow Pond into the East Goshen Sewage System for treatment. Such discharge shall be made into East Goshen's Ridley Creek sewage collection system located in East Goshen Township. No other sewage from Willistown shall be discharged into the East Goshen Sewage System. East Goshen and East Goshen Authority agree to reserve sufficient capacity in the East Goshen Sewage System to receive and treat the sewage generated by the said Lots 15 through 28.
- 2. East Goshen and East Goshen Authority reserve the right at any time to divert the Willistown sewage to any other treatment facility of the East Goshen Sewage System. Willistown reserves the right at any time to divert the Willistown sewage to any other treatment facility of its system, in which event East Goshen's and East Goshen Authority's obligation to receive Willistown sewage wastes pursuant to this agreement shall terminate.

- 3. Willistown shall accept dedication of that portion of the Willow Pond collection system located in Willistown Township and East Goshen shall accept dedication of that portion of the collection system in East Goshen Township.
- 4. East Goshen shall be responsible for the maintenance and repair for the entire collection system including the portion within Willistown Township. Willistown hereby grants East Goshen and/or East Goshen Authority the right to enter upon their streets and/or easements, as necessary, in order to effect repairs or perform maintenance on the Willow Pond collection system. East Goshen and/or East Goshen Authority shall repair and restore all disturbed areas of land in Willistown resulting from such repairs and maintenance.
- 5. Willistown agrees to permit no discharges into the Willow Pond collection system other than domestic waste and agrees to abide by all East Goshen regulations governing the discharge of waste into the East Goshen Sewage System.
- 6. Willistown shall be responsible for the billing of Willistown residents who own Lots 15 through 28 in Willow Pond for sewage service. East Goshen shall bill Willistown on a calendar quarter basis and at the regular residential sewer rental charge according to the East Goshen sewer rate ordinance for treatment of the waste generated by the owners of Lots 15 through 28 in Willow Pond. Payment shall be made by Willistown within 30 days of delivery of the bill.
- 7. Any party hereto, or its duly authorized representative, shall at all reasonable times be permitted to enter upon properties of the other for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the purposes and intent of this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective corporate seals affixed the day and year first above written.

ATTEST:	EAST GOSHEN TOWNSHIP
let land	BY: M Shame
ATTEST:	EAST GOSHEN MUNICIPAL AUTHORITY
18/mg	BY: Trancis & Bake
ATTEST:	WILLISTOWN TOWNSHIP
Doubly Emclity	BY: Jack E. Mehen of